

KARAS PROFESSIONAL WATER SERVICE**Frank D Karas 5118 Airport Rd Spearfish, SD 57783 605-641-7281****CONTRACT AGREEMENT**

0625

This contract will allow the contract operator to supervise and operate the contract's water system. Contract's water system is required to have a Class I Water Treatment operator. Contract operator holds a valid Class II Water Treatment certificate and a Class I Water Distribution Operator certificate issued by the State of South Dakota.

The duties of the contract operator are to:

- Collect and submit all water system samples
- Answer customer complaints on water quality/quantity issues
- Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system
- Will be on-site at least once per week
- Be on-site for all Environmental Protection Agency (EPA) and Department of Environmental and Natural Resources (DENR) inspections
- Keep operational, maintenance, and administrative records of all water system activities
- Maintain efficient system operation and maintenance (on-going and preventative)
- Provide good safe working environment
- Analyze operational data to determine changes and improvements for more efficient operation
- Shall maintain a valid operator certificate while this contract is in effect
- Either party has the right to terminate the terms of this contract with a 30 day notice.

Contract shall pay contract operator \$350.00 per month.

Emergency call out fee is \$45.00 per hour

Payments are due the 1st day of each month. Payment begins at contract signing.

A 10% late charge will be applied for any billing 30 days past due.

The Development upon which this contract is issued is responsible for all laboratory fees and chemical fees.

The Development upon which this contract is issued is responsible for the repair of all water leaks or waterline breaks.

The Development is to contact a licensed plumber or contractor to make those repairs in a timely manner.

This contract shall come into effect when signed by both parties and is approved by the South Dakota Board of Operator Certification.

This contract shall expire on: September 1, 2020

Contract Operator:



Contract Operator: Frank Donald Karas
5118 Airport RD
Spearfish SD 57783 (C) 605-641-7281

Development Name:

Spearfish Valley Mobile Estates

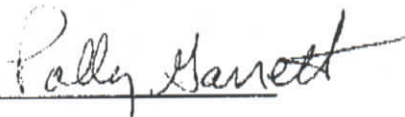
Development Address: C/O

Polly Garrett

PO Box 1195

Spearfish SD 57783

Contact Person:



Contact Address:

Frontgateholdings @

Contact Telephone:

605-641-5270

Gmail.com

OPERATOR'S CONTRACT: CLASS I OPERATOR

SECTION I

PARTIES:

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator, of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Elkhorn Ridge Water Association of Spearfish, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Environment and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of one (1) water well, one (1) reservoir, water mains and lines known as the Elkhorn Ridge Water Association Water System with registered EPA ID No. 2343. The system's water source is ground water and has twelve (12) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

SECTION III

PURPOSE:

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

SECTION IV

DUTIES OF THE OPERATOR:

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

DUTIES OF THE WATER ASSOCIATION:

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Environment and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$350.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee shall be adjusted at the end of each twelve (12) month period of this contract based upon the number of additional service connections.

Payments are due by the 28th of every month. Payments not received by the 28th of the month or when applicable the adjusted due date will have late charges assessed.

SECTION VI

TERM AND EXTENSION:

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

INSURANCE:

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

SECTION VIII

RELATIONSHIP BETWEEN PARTIES:

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

SECTION IX

RESPONSIBILITY:

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

SECTION X

TERMINATION:

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

SECTION XI

ENTIRE AGREEMENT:


This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 15 day of March, 2020.

ELKHORN RIDGE WATER ASSOCIATION

By:

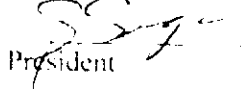
Its:

President 

SAGE WATER WORKS, INC.

By:

Its:

President 



Elkhorn Ridge Water Association

Certified Operator Responsibilities

Title: Water Treatment & Distribution Operator
Contracted by: Board of Directors
Main Function: Provides maintenance, technical consultation and system support for drinking water system.
Credentials: Class II Water Treatment Operator; Class I Water Distribution Operator

Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & meter operation, fluorination/chlorination/phosphate output, system/pit leaks and pit heaters.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
4. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors of departure and return dates.
5. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
6. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DENR.
7. Obtains fluoride level measurements and strives to maintain a fluoride level of at least 1.2 mg/l in all areas of the distribution system. (If applicable)

EXHIBIT A continued

8. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR).
9. Provides a good, safe working environment.
10. Performs minor, ongoing and preventative system maintenance. *
11. Identifies and performs needed minor system repairs within scope of capability. *
12. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
13. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors.
14. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DENR.
15. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors.
16. Provides consumers with a copy of the annual Consumer Confidence Reports (public drinking water systems only). Report production & mailing fees are applicable.
17. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
18. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits bill to Treasurer or designee for reimbursement.
19. Analyzes operational data to determine changes and improvements for more efficient operation.
20. Advises Board of Directors of any pending repairs, water quality or system performance issues.
21. Retains valid operator certificate(s).
22. Provides proof of Contractor's Liability Insurance upon request.

*Minor system repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$100. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave. Mitchell, SD 57301

The following outlines the water operation contract between D&E Water Company EPA # 0392 and Dakota Pump Inc.

Section 1) Parties Involved

1. Tim Weber Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is D&E Water Company located just outside Spearfish SD.

Section 2) Description of the System

D&E Water Company is located just outside Spearfish SD and currently has over 100 users. The source for the system is ground water that is produced from one well. The treatment present on the system is chlorination. The water is then distributed to the system.

Section 3) Purpose of the Contract

D&E is currently investigating a system operator that has a qualified certification to take over operations of the system. They need sampling, testing, and reporting. They have also indicated they want people who can help maintain and plan upgrades to their system.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. moving forward take all the samples for BCT and Nitrates that are required. We will take samples and deliver them to the lab. D&E Water Company will be required to make payment to the lab for required testing. Dakota Pump Inc will take Chlorine residual measurements and help to adjust distribution to maintain a level of at least .3mg/l in all areas of the system weekly. We will be doing weekly onsite visits of the well and chem feed system. The goal is to help maintain efficient systems operation. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for operations and testing of the water system. A maintenance schedule and budget can be developed along between D&E Water Company and Dakota Pump Inc. if desired.

Section 5) Payment Amount

A monthly fee of \$500 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$100 per hour per man plus equipment and materials. The 100 per hour is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$150 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Other items to be billed on a case by case basis at rates listed above plus taxes.

tim.weber@dakotapump.com



Section 6) Dates

The billing rates of the contract as laid out above will be good for 13 months. Dakota Pump will start operation on November 1st 2019 and this contract will run till the end of 2020. During this time either party may walk away or cancel at any time for any reason. The contract is good for the year 2020 and freezes rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects. At the end of the four months a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures


Steve Silvernagel

D&E Water System

2 Pearson Road

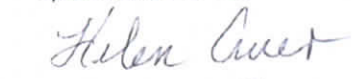
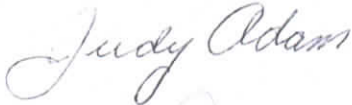
Spearfish SD 57783



Will Lind

Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718


Treasurer

 Vice President

RECEIVED

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DRINKING WATER PROGRAM

**Contract for Services between Cedar Gulch 1 HOA
and**

Jonathan Ambrose, Water Treatment Technician

Section #1 - Parties Involved:

1. Name and Address of Contract Operator:

Jonathan Ambrose, 203 Windslow Dr., Rapid City, SD. 57701

2. Certification Held by Contract Operator:

Class II Water Treatment, Class II Water Distribution, Class II Wastewater Treatment,
Class II Wastewater Collection

3. Water/Wastewater System Name and Address:

Cedar Gulch 1 Community Well; 23542 Cattle Drive, Rapid City, SD 57703

Section #2 - Description of System:

Cedar Gulch I HOA water system is comprised of one well head with four pressure tanks to supply adequate pressure to customers. The system has a total of 15 connections that service single family homes. The system has approximately 1.5 miles of service lines.

Section #3 - Purpose of the Contract:

The purpose of this contract is to fulfill the requirements of license as set forth by the SD DENR for the Cedar Gulch 1 HOA listed as follows:

- To assist the Cedar Gulch 1 HOA operator in obtaining the necessary licenses as set forth by the SD DENR.
- To provide training for the Cedar Gulch 1 HOA operator in proper sampling techniques.

Section #4 - Duties of the Contractor are as follows but not limited to:

1. Collect or assist in the collection of samples as required by NPDES permit
2. Answer questions/complaints by customers

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3. Be on site for all EPA or SD DENR inspections
4. Keep all operational, maintenance, and administrative records of water system activity
5. Maintain efficient operations and maintenance
6. Provide safe working environment
7. Analyze operational data and determine changes or improvements that need completed
8. Establish operator training program
9. Be available for emergency situations
10. Be on site at least 1 day/week and 1hr/week
11. Shall maintain valid operator certificate for duration of contract

Contractor will be in direct responsible charge of all operations and maintenance of the water system

Limitation of Liability

The contractor shall not be held liable for any fines or penalties imposed by the state or other regulatory entities and does not in any way guarantee that Cedar Gulch I will pass required SDDNR standards. The liability for all other claims, damages, and costs arising from this engagement is limited to one multiplied by the total amount of fees paid by Cedar Gulch I to the contractor for services rendered under this agreement.

Section #5 - Payment Amount:

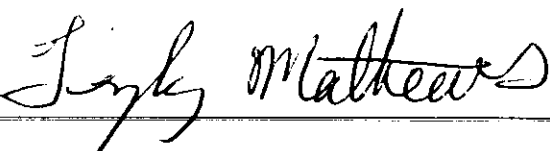
\$150/month

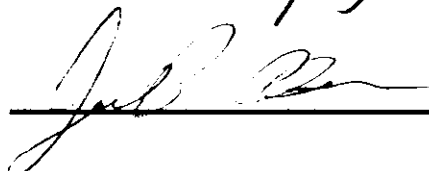
Section #6 - Dates of Contract:

This contract shall be effective from December 1, 2019 until December 31, 2020.

This contract may be terminated by either party involved with 30 days prior notice or by mutual agreement of both parties. Should such a termination occur Cedar Gulch I HOA shall notify the DENR of the change within the next business week.

Section #7 - Signatures of All Parties Involved:

Cedar Gulch I HOA President: 

Contract Operator: 

OPERATOR'S CONTRACT: CLASS I OPERATOR

SECTION I

PARTIES:

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator, of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Bestgen Addition Water, LLC of Sturgis, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Environment and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of one (1) water well, one (1) reservoir, water mains and lines known as the Bestgen Addition Water, LLC Water System with registered EPA ID No. 0387. The system's water source is ground water and has twenty-nine (29) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

SECTION III

PURPOSE:

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

SECTION IV

DUTIES OF THE OPERATOR:

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

DUTIES OF THE WATER ASSOCIATION:

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Environment and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$325.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee shall be adjusted at the end of each twelve (12) month period of this contract based upon the number of additional service connections.

Payments are due by the 28th of every month. Payments not received by the 28th of the month or when applicable the adjusted due date will have late charges assessed.

SECTION VI

TERM AND EXTENSION:

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

INSURANCE:

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

SECTION VIII

RELATIONSHIP BETWEEN PARTIES:

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

SECTION IX

RESPONSIBILITY:

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

SECTION X

TERMINATION:

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

SECTION XI

ENTIRE AGREEMENT:

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this first day of February, 2020.

BESTGEN ADDITION WATER, LLC

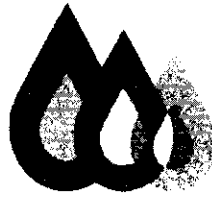
By: _____

Its: President

SAGE WATER WORKS, INC.

By: _____

Its: President



Bestgen Addition Water, LLC Water Association

Certified Operator Responsibilities

Title: Water Treatment & Distribution Operator
Contracted by: Board of Directors
Main Function: Provides maintenance, technical consultation and system support for drinking water system.
Credentials: Class II Water Treatment Operator; Class I Water Distribution Operator

Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & meter operation, fluorination/chlorination/phosphate output, system/pit leaks and pit heaters.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
4. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors of departure and return dates.
5. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
6. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DENR.
7. Obtains fluoride level measurements and strives to maintain a fluoride level of at least 1.2 mg/l in all areas of the distribution system. (If applicable)

EXHIBIT A continued

8. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR).
9. Provides a good, safe working environment.
10. Performs minor, ongoing and preventative system maintenance. *
11. Identifies and performs needed minor system repairs within scope of capability. *
12. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
13. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors.
14. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DENR.
15. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors.
16. Provides consumers with a copy of the annual Consumer Confidence Reports (public drinking water systems only). Report production & mailing fees are applicable.
17. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
18. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits bill to Treasurer or designee for reimbursement.
19. Analyzes operational data to determine changes and improvements for more efficient operation.
20. Advises Board of Directors of any pending repairs, water quality or system performance issues.
21. Retains valid operator certificate(s).
22. Provides proof of Contractor's Liability Insurance upon request.

*Minor system repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$100. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

2355

AGREEMENT FOR CONTRACTING SERVICES**OPERATION OF SPRING CREEK RANCH, LLC WATER SYSTEM**

This Agreement for Contracting Services ("Contracting Agreement") is effective October 1, 2019 by and between Spring Creek Ranch, LLC, located near Spearfish, South Dakota (herein called "Association"), and Kyte Enterprises, Michael J. Kyte, Sr. with the principal place of business at 1221 North Main Street, Spearfish SD 57783 ("Contract Operator").

RECITALS

Whereas, Association desires to engage the Contract Operator to render certain professional and technical services ("Services") to manage the operations and maintenance of the Water System described in Section 2 of this agreement and provides compensation to the Contract Operator.

Whereas, The Contract Operator may employ personnel who have the expertise in providing the Services and desires to render the Services to the Association.

Now, Therefore, in consideration of the foregoing premises and the covenants here contained, Association and Contract Operator mutually agree as follows:

AGREEMENT**Definitions**

The term "Association" shall mean the Spring Creek Ranch, LLC located north of Spearfish, South Dakota.

The term "Contract Operator" shall mean the entity entering into this Contracting Agreement to perform Services for the Association.

The term "Services" shall include hiring qualified personnel to perform all obligations, duties, requirements, and responsibilities required to the successful completion by the Contract Operator of the Duties listed in Section 4 of this agreement.

Section 1 – Parties Involved

Contract Operator: Kyte Enterprises
Michael J. Kyte, Sr. (Operator Number 277)
1221 North Main Street
Spearfish, SD 57783

Certifications held by Contract operator:

Class II Water Treatment	Certification #0497
Class III Water Distribution	Certification #0381
Class II Waste Water Treatment	Certification #0454
Class III Waste Water Collection	Certification #0490

MWKYTE@spe.midco.net
645-7369

Water System: Spring Creek Ranch, LLC Water System (EPA #2355)
1130 N Main, Ste 4
Spearfish SD 57783

Section 2-Description of the System

The Spring Creek Ranch, LLC Water System consists of one primary Artesian well with 45 pounds head pressure. There is a three inch mainline from east to west feeding 4 lots. One business has a two inch line off the mainline. The other developed lots have one inch lines. Future lot development onto adjoining acreage is possible. Currently, there are no future lot development plans in place.

Section 3-Purpose of the Agreement:

The purpose of this agreement is to fulfill the requirement that the system be managed and operated by a certified operator and to insure that a professional level of operation and maintenance is performed on the Water System.

Section 4-Responsibilities of Water System Owners

Follow requirements and recommendations made by DENR.

Responsible for the expense of water testing at either Midcontinent Lab of Rapid City, SD or the State Health Lab, Pierre, SD; and for postage.

Provide certified operator with all testing records and requirements, maps, and other pertinent information available concerning current and previous operation of the system.

Authorize water operator to order test bottles as needed.

Provide a raw water testing point just off the well.

Section 5-Duties of the Certified Operator

Certified Operator will be in direct responsible charge of all operations and maintenance of the water system.

Basic Service – Contract Operator shall supply personnel who will provide:

The basic service will include a weekly check on the well.

Collect and submit water system samples: Monthly microbiological, Annual Nitrate sampling as required by the State of South Dakota.

Maintain operational, maintenance, and administrative records of all water system activities.

Update the operations and sampling plan as needed.

Submit request for sampling waivers when applicable.

Prepare and submit annual Consumer Confidence Report. This report also goes to all water users.

Answer customer concerns on water quality/quantity issues when on site or by telephone or in writing.

Provide and send or deliver any public notices that may be required.

Shall maintain a valid operator certificate while this agreement is in effect

Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and

Natural Resources (DENR) inspections

Provide a Certificate or Insurance to the Association at inception and renewal of each contract term.

Additional Service:

Be available for planned improvement projects and maintenance situations.

Be available on an "on-call" basis with a desired two-hour response time in the case of an emergency event or 24 hours for non-emergency events. The Contract Operator will be reasonably available via cell phone at all times.

Take additional samples required by the State of South Dakota over and above those mentioned in Basic Services.

Take the additional samples required by the State of South Dakota should a monthly microbiological sample not meet minimum standards.

Should additional travel be required, mileage will be reimbursed at \$.40 per mile.

Coordinate the services of plumbers, electricians, and contractors, if needed.

In performing the Services, the Contract Operator shall comply with all applicable federal, state, and local laws relative to the Services.

Section 6 – Payment

As consideration for the Contract Operators performance of Services in a manner consistent with the standards and requirements of this Contracting Agreement, the Association shall pay contract Operator \$350.00 per month plus all applicable taxes for the Basic Service (as described in Section 5). The Association shall pay the Contract Operator for Additional Services (as described in Section 5) at a rate of \$40 per hour plus \$20 for each site visit that is in addition to the Basic Services, including all applicable taxes. The Contract Operator will provide the Association with an invoice for any Basic Services, Additional Services, Contract Operators expenses for any parts, supplies or equipment used or installed in the Water System, and costs of mailing water samples to Midcontinent Testing Lab in Rapid City, South Dakota, and all applicable taxes on the 1st of each month. The Association will make payment to the Contract Operator on or before the 10th of each month for Services performed and expenses invoiced during the billing period.

Section 7 – Dates

The term of this Contracting Agreement shall begin October 1, 2019 and end December 31, 2020.
Contract may be amended as needed.

Section 8 - No Representations as to Quality or Quantity

It is understood and agreed, that the Contract Operator does not make any representation as to the quality or quantity of the water provided by the Association's system.

In Witness Whereof, the Association and the Contract Operator have executed this Contracting Agreement as of the date first above written.

KYTE ENTERPRISES

By Michael J. Kyte
Michael J. Kyte, Sr., Owner

10-24-19
Date

SPRING CREEK RANCH, LLC

BY [Signature]

10/24/2019
Date

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 27th day of September, 2019 ("Effective Date"), by and between Agropur Inc., ("Agropur" or "Company"), an Wisconsin corporation with offices at 408 Dakota Street, Lake Norden, SD 57248 and HOH Water Technology("Contractor"), located at 500 South Vermont Street, Palatine, IL 60067 with Certified South Dakota Class IV Wastewater Operator, Steve Dravland (Contracted Operator) for professional and related services for the operation of Agropur's wastewater system located at 19385 450th Ave Lake Norden, SD 57248 to be provided to Agropur by Contractor subject to the terms and conditions of this Agreement.

1. Certificates Held by HOH Water Technologies Operator: Steve Dravland Certified South Dakota Class IV Waste Water Operator
2. Description of the System: Agropur Lake Norden Water Treatment facility operates 24/7 with an Aerobic and Anerobic Digestion system that treats dairy waste water from its cheese and whey processing plant. At a maximum capacity of 2,000,000 gallons per day discharging into the Big Sioux River or its constructed wetlands.
3. Purpose of the Contract: Is to clearly identify the minimum requirements for the Contractor to operate the Water Treatment Facility to include duration of services and compliance expectations.
4. Duties of the Contract Operator: "Contractor will be in direct responsible charge of all operations and maintenance of the wastewater system." A list of duties for the wastewater operator to assure the following is conducted on a routine basis in accordance with regulator compliance and preventative maintenance needs:
 1. Collect and submit all water system samples
 2. Exercise all hydrants and valves on a regular basis
 3. Maintain and test all customer meters on a regular basis
 4. Discharge in accordance with NPDES Permit on regular basis
 5. Answer customer complaints on water quality/quantity issues
 6. Sample all discharges including by-passes
 7. Keep operational, maintenance, and administrative records of all wastewater system activities
 8. Be available at all times for emergency situations
 9. Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections
 10. Keep operational, maintenance, and administrative records of all water system activities

11. Maintain efficient system operation and maintenance (on-going and preventative)
 12. Develop budget for water system
 13. Provide good safe working environment
 14. Analyze operational data to determine changes and improvements for more efficient operation
 15. Establish operator training program to achieve the Wastewater Treatment Plant Supervisor Class IV Wastewater Treatment Operator Certification and all other Operators Class II Certification.
 16. Be available at all times for emergency situations
 17. Supervise Agropur's system personnel and their work activities
 18. Shall be on-site at least four (4) days per week and at least thirty-two (32) hours per week
 19. Shall maintain a valid operator certificate while this contract is in effect
5. Billing and Fees: The Contractor will submit an itemized statement setting forth the services rendered of a \$100 per hour rate to be billed on a monthly basis.
 6. Contractor agrees that during the term of this Agreement and contract for two (2) year minimum not to exceed 5 years and can be extended by mutual agreement of each party.
 7. This agreement may be terminated by either party with or without cause and for any or no reason upon sixty (60) days written notice to the other party. This agreement may be terminated by either party for cause upon seven (7) days written notice by the other party. Cause for termination includes, but is not limited to, violation of the covenant not to compete, violation of the confidentiality clause, any other material breach of this Agreement, or if your work product is below the standard relative to the normal quality of work performed by H2OH Water Technology.

16. Signatures: Both the Company and the Contractor agree to the above contract.

Agropur inc.

Signature:

Tim Czernuski

Name:

Tim CZMOWSKI

Title:

Vice-President - OPERATIONS

Date:

9-30-19

HOH Water Technologies

Signature:

Steve Dravland

Name:

Steve Dravland

Title:

Environmental Manager

Date:

9-30-19

CONTRACT FOR OPERATING AND TESTING WATER SYSTEMS AND SEWER

0335

Section 1 – Parties Involved

The parties to this contract are Curt Dykstra, 38555 174th St, Redfield, South Dakota 57469, who holds the following certificate as an operator: **Operator License # 2827**, and the City of Tulare, Spink County, South Dakota and the City of Tulare Water/Waste Water System, 112 Main St, Tulare, South Dakota.

Section 2 – Description of System

The city of Tulare Water System has 124 service connections. The water is supplied and treated by Mid Dakota Water System prior to delivery to the City of Tulare water system. The sewer system consists of a 3 cell lagoon without treatment and discharge is as needed.

Section 3 – Purpose of Contract

The purpose of this contract is to provide continued certification.

Section 4 – Duties of the Contract Operator

A list of duties for a water operator is as follows:

Collect and submit all water system samples;

Exercise all hydrants and valves on a regular basis;

Maintain and test all customer meters on a regular basis;

Answer customer complaints on water quality/quantity issues;

Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system;

Take fluoride level measurements and maintain a fluoride level of at least 1.2 mg/l in all areas of the distribution system;

Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections;

Keep operational, maintenance and administrative records of all water system activities;

Maintain efficient system operation and maintenance (on-going and preventative);

Develop budget for water system;

Provide good safe working environment;

Analyze operational data to determine changes and improvements for more efficient operation;

Establish operator training program;

Be available at all times for emergency situations;

Supervise contractee's system personnel and their work activities;

Shall be on-site at least 1 day per week and at least 2 hours per week;

Shall maintain a valid operator certificate while this contract is in effect;

A list of duties for a wastewater operator is as follows;

Operate and maintain wastewater system;

Exercise all hydrants and valves on regular schedule;

Discharge in accordance with NPDES Permit on regular basis;

Sample all discharges, including by-passes;

Keep operational, maintenance and administrative records of all wastewater system activities;

Be available at all times for emergency situations;

Supervise system personnel and their work activities;

Maintain efficient system operation and maintenance (on-going and preventative);

Develop budget for wastewater system;

Provide good safe working environment;

Analyze operational data to determine changes and improvements for more efficient operation;

Establish operator training program;

Shall be on-site at least 1 day per week and at least 2 hours per week;

Shall maintain a valid operator certificate while this contract is in effect;

Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections;

Curt Dykstra further agrees to provide monthly discharge reports for the sewer lagoon, to discharge the lagoon as needed and take samples as requested by the State of South Dakota.

Curt Dykstra further agrees to check and flush all fire hydrants and valves annually and further to be available for emergency water leaks.

Curt Dykstra, as Operator, will be in direct responsible charge of operations and maintenance of the water/wastewater system.

Section 5 – Compensation

In exchange for the above actions and responsibilities of the operator, Curt Dykstra, the City of Tulare, hereby agrees to pay Curt Dykstra the amount of \$500.00 per month and the amount of \$30.00 per hour for weekly visits and additional work.

Section 6 – Duration

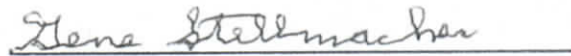
The length of this contract will be from 3/13/2020 to 3/13/2021,

This document contains the entirety of the agreement between the parties and may not be altered except for in writing and signed by both parties. In no event is it to be construed as acting as an employee of the City of Tulare.

Dated this 13th Day of March, 2020



Curt Dykstra



Gene Stellmacher – chairman of the Board



Amy Michlitsch – Finance Officer